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e-Stamp

Certificate No.	:	**IN-KA48536724374208Q**
Certificate Issued Date	:	19-Sep-2018 01:03 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ KODIGEHALLI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0835639371565838Q
Purchased by	:	VENKATESH V
Description of Document	:	Article 12 Bond
Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP BYATARAYANAPURA DIVISION
Second Party	:	VENKATESH V
Stamp Duty Paid By	:	VENKATESH V
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

The Pavagada Souharda Multipurpose Co-operative Ltd. (R)
Authorised Signatories

Please write or type below this line

AGREEMENT

Agreement No. 160 /18-19

This agreement made on this 31 day of October 2018 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore, (hereinafter called "the Employer") of the one part and Sri. Venkatesh .V, No:969, 7th Cross, Chowdaiah Block,Oppt. Siddartha Public School R.T.Nagara, Bangalore-560 032 (hereinafter called "the Contractor") of the other part.

Statutory Alert:

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GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA GOVERNMENT OF KARNATAKA

Where as the Employer is desirous that the Contractor to execute the work of **Providing new pipeline repairs to existing pipelines in ward no.07 byatarayanapura, kodigehalli Subdivision** for WORK CODE 007-18-000125 Indent No. 31178 of Tender Notification No. EE/BTP/BBMP/E-PMT/03/2018-19, Date: 01.08.2018 The above work was Administratively Approved by the Executive Engineer vide No. BBMP/EE/BTP/PR/24/18-19 Dt:23.07.2018 & Technically Sanctioned by the Executive Engineer vide No. BBMP/EE/BTP/PR/29/18-19 Dt:23.07.2018 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract price **Rs. 859714.80 (Rupees Eight Lakhs Fifty Nine thousand Seven hundred Fourteen and paise Eight only)** Which works out -13.14% Below the Tender cost. The contractor has paid Difference amount Rs. 130109/- paid through DD vide No. 174024 Date:19.09.2018 Vijaya Bank, Ganganagara Branch and 5% FSD=2.5% from EMD+2.5% Amount Rs. 30486/- paid through DD vide No. 174023 Dt:19.09.2018 Vijaya Bank, Ganganagara Branch.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. The EMD and SD amount will be returned after successful completion of ONE year.
6. The Income Tax at the rate of 1%, KST at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor from every running bill / final bills of the contractor
7. Sub-Letting of work is prohibited.
8. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is two year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
9. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
10. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
11. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply. Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.,
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1) _____

2) _____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B.B.M.P. Bangalore –92.

31/10

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